

**REMARKS**

Claims 1, 11 and 14-21 are pending. The applicants respectfully request reconsideration and allowance of this application in view of the above amendments and the following remarks.

Claims 1, 11, 14, and 19-21 were rejected under 35 USC 103(a) as being unpatentable over U.S. Patent No. 5,832,460, Bednar *et al.* (“Bednar”) in view of U.S. Patent No. 5,920,847, Kolling *et al.* (“Kolling”). Claims 15, 17 and 18 were rejected under 35 USC 103(a) as being unpatentable over Bednar and Kolling in view of U.S. Patent No. 6,289,322, Kitchen *et al.* (“Kitchen”). Claim 16 was rejected under 35 USC 103(a) as being unpatentable over Bednar, Kolling and Kitchen, further in view of Quicken vs. Money from SmartComputing (“Quicken”). Independent claims 1 and 11 are amended to recite, among other things, “ said supplier system automatically, without manual intervention, uses only the unique identification code in the electronic deposit/withdrawal statement to specify and settle the electronic invoice, the amount of which has been already deposited into the bank account of said supplier.” Support for the amendment is located in the application as filed, for example, paragraphs [0077], [0088], [0141], and [0154]. The applicants respectfully request that the rejections be withdrawn for reasons including the following, which are presented by way of example.

**Independent Claims 1 and 11**

Independent claim 1 recites, among other things:

(A) “said server or buyer system automatically, *without manual intervention*, creates a transfer request telegraphic message having said unique identification code written on said registered electronic invoice and generated by the supplier system, ... and then transmits the transfer request telegraphic message to said first finance system.”

(B) “said first finance system performs the deposit/withdrawal processing ... (2) corresponding to the withdrawal and deposit of the amount of the approved electronic invoice, said unique identification code in the transfer request telegraphic message and *generated by the supplier system* is transmitted from said first finance system to said second finance system.”

(C) “said supplier receives, from the second finance system, the electronic deposit/withdrawal statement having said unique identification code *generated by the supplier system*.”

(D) “said supplier system automatically, *without manual intervention*, uses only the unique identification code in the electronic deposit/withdrawal statement to specify and settle the electronic invoice, the amount of which *has been already deposited* into the bank account of said supplier.”

(E) “the unique identification code in the electronic deposit/withdrawal statement received by the supplier from the second finance system is the same unique identification code generated by the supplier system and sent from the supplier system to the server to the first finance system to the second finance system to said supplier system.”

In operation, there are two reasons why the supplier system can automatically settle the electronic invoice, as follows.

(1) After the amount of the electronic invoice deposited into the bank account of supplier, the supplier system receives the electronic deposit/withdrawal statement having the unique identification code (“...said supplier receives ... the electronic deposit/withdrawal statement ...; ... said supplier system ... to specify and settle the electronic invoice, the amount of which has been already deposited into the bank account of said supplier”). In brief, the receipt of the electronic deposit/withdrawal statement having the unique identification code itself means that the amount of the electronic invoice “has been already deposited into the bank account of the supplier.” Furthermore, claim 1 recites the meaning of the term “settle,” to mean that the amount of the electronic invoice “has been already deposited into the bank account of supplier.”

(2) Referring to the above mentioned (E), there is no possibility that the unique identification code in the electronic deposit/withdrawal statement is not the code generated by the supplier system (“said server or buyer system automatically, without manual intervention, creates a transfer request telegraphic message having said unique identification code written on said registered electronic invoice and generated by the supplier system ...” “said unique identification code in the transfer request telegraphic message and generated by the supplier

system is transmitted from said first finance system to said second finance system”...; “said second finance system transmits, to said server or said supplier system, an electronic deposit/withdrawal detailed statement ... having said unique identification code generated by the supplier system and received from said first finance system”, “said supplier system automatically, without manual intervention, uses only the unique identification code in the electronic deposit/withdrawal statement”). In other words, the unique identification code generated by the supplier system returns via the server, the first finance system, and the second finance system to the supplier system, without being changed by anybody. In operation, the buyer need only approve the contents of the electronic invoice, and the server or buyer system automatically, without manual intervention, creates a transfer request telegraphic message having the unique identification code. The buyer cannot input or change the unique identification code. That is why the unique identification code in the electronic deposit/withdrawal statement is reliably correct. Consequently, the supplier system can specify and settle the electronic invoice by using only the unique identification code in the electronic deposit/withdrawal statement.

Kolling ‘847 discloses that the consumer C is provided with “bill pay order 122 entry” (col. 15, lines 31-33). Also, Kolling ‘847 discloses “providing consumer C a shorthand means of entering the elements of order 122” (col. 16, lines 5-6). Also, Kolling discloses that the customer C’s orders can be delivered “computer-based, telephone based” (col. 15, line 67). That is, Kolling’s consumer C (which the office action equates to the buyer system) enters the bill pay order 122 in a manner that allows for manual intervention.

Furthermore, Kolling does not disclose including the invoice ID on the bill pay order 122. Thus, Kolling does not use the C-B account number to “specify the electronic invoice that has been settled.”

Moreover, Kolling's "settlement" is different from the presently claimed invention, in which "said supplier system automatically, *without manual intervention*, uses only the unique identification code in the electronic deposit/withdrawal statement to specify and settle the electronic invoice, the amount of which *has been already deposited* into the bank account of said supplier."

In summary, the proposed combination of references fails to teach or suggest the combination of limitations in the claimed invention. It is submitted that claims 1 and 11 are patentable for similar reasons.

The combination of references fails to teach or suggest, for example, these elements recited in independent claims 1 and 11. It is respectfully submitted therefore that claims 1 and 11 are patentable over the combination of references.

With respect to the rejected dependent claims, applicant respectfully submits that these claims are allowable not only by virtue of their dependency from independent claims 1 or 11, but also because of additional features they recite in combination.

Applicants respectfully submit that, as described above, the cited references do not show or suggest the combination of features recited in the claims. Applicants do not concede that the cited references show any of the elements recited in the claims. However, applicants have provided specific examples of elements in the claims that are clearly not present in the cited references.

In view of the foregoing, the applicants submit that this application is in condition for allowance. A timely notice to that effect is respectfully requested. If questions arise, the examiner is invited to contact the undersigned by telephone.

If there are any problems with the payment of fees, please charge any underpayments and credit any overpayments to Deposit Account No. 50-1147.

Respectfully submitted,



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